



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

February 17, 2005

IN REPLY PLEASE
REFER TO FILE: PD-2

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**IRWINDALE AVENUE AT CYPRESS AVENUE
CITY OF IRWINDALE-COUNTY COOPERATIVE AGREEMENT
SUPERVISORIAL DISTRICT 1
3 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Consider the Negative Declaration for the Irwindale Avenue at Cypress Avenue project, adopted by the City of Irwindale on July 6, 2004; determine that the document adequately addresses the environmental impacts of the proposed project; find that these actions reflect the independent judgment of the County; and adopt, by reference, the City's Negative Declaration.
2. Approve and instruct the Chair of the Board to sign the cooperative agreement with the City for the project to install left-turn phasing on the north and south approaches of the intersection of Irwindale Avenue and Cypress Avenue, which is within the shared geographical boundaries of the City of Irwindale and the County. The total project cost is currently estimated to be \$87,000, with the City's share being \$60,000 and the County's share being \$27,000. Funding is available in the current Road Construction Program of the First Supervisorial District.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City of Irwindale and the County propose to install left-turn phasing on the north and south approaches of the intersection of Irwindale Avenue and Cypress Avenue, which is jurisdictionally shared with the City of Irwindale.

Your Board's approval of the enclosed agreement is necessary for the delegation of responsibilities and the cooperative financing of the project.

This proposal is also authorized and provided for by the provisions of Title 1, Chapter 5, Article 1, of the Government Code.

Implementation of Strategic Plan Goals

This action meets the County's Strategic Plan Goal of Service Excellence. By installing left-turn phasing at the intersection of Irwindale Avenue and Cypress Avenue, residents of the City of Irwindale and unincorporated area who travel on this street will benefit and their quality of life will be improved.

FISCAL IMPACT/FINANCING

The total project cost is currently estimated to be \$87,000, with the City's share being \$60,000 and the County's share being \$27,000. Funding is available in the Fiscal Year 2004-05 Road Construction Program of the First Supervisorial District.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The agreement provides for the City to perform the preliminary engineering and administer the construction of the project. Under the terms of the agreement, the County is to deposit with the City, following the opening of construction bids, sufficient County funds to finance its share of the cost of the project, currently estimated to be \$27,000, which represents the County's maximum contribution, with the City to finance the remaining cost of the project.

The County and City's actual share will be based upon a final accounting after completion of the project.

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ENVIRONMENTAL DOCUMENTATION

The California Environmental Quality Act requires public agency decision makers to document and consider the environmental implications of their actions. The City of Irwindale, as the lead agency for this project, adopted the Negative Declaration for this project on July 6, 2004. As a responsible agency, the recommended findings are in accordance with the California Environmental Quality Act and are required prior to your Board's approval of this agreement.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Irwindale Avenue is on the County's Highway Plan, and the proposed improvements are needed and of general County interest.

CONCLUSION

Enclosed are two originals of the agreement, which have been approved by the City and approved as to form by County Counsel. Upon approval, please return the copy marked "CITY ORIGINAL" to us for processing together with one approved copy of this letter. The copy marked "COUNTY ORIGINAL" is for your files.

Respectfully submitted,

DONALD L. WOLFE
Acting Director of Public Works

CJR:cr
C051080
P:\pdpub\PB&C\Board Letters\Irwindale @ Cypress.doc

Enc.

cc: Chief Administrative Office
County Counsel

A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the CITY OF IRWINDALE, a municipal corporation in the County of Los Angeles, hereinafter referred to as "CITY," and the COUNTY OF LOS ANGELES, a political subdivision of the State of California, hereinafter referred to as "COUNTY":

W I T N E S S E T H

WHEREAS, CITY and COUNTY propose to install left turn phasing on the north and south approaches of the intersection of Irwindale Avenue and Cypress Avenue, which hereinafter is referred to as "PROJECT"; and

WHEREAS, PROJECT is within the geographical boundaries of CITY and COUNTY; and

WHEREAS, PROJECT is of general interest to CITY and COUNTY; and

WHEREAS, CITY shall perform the preliminary engineering, construction inspection and engineering, materials testing, construction survey, contract administration, and any other work necessary for the construction of PROJECT; and

WHEREAS, COUNTY shall finance thirty one percent (31%) of COST OF PROJECT, up to a maximum amount of Twenty-Seven Thousand and 00/100 Dollars (\$27,000.00), with CITY to finance the remaining COST OF PROJECT; and

WHEREAS, COST OF PROJECT is currently estimated to be Eighty-Seven Thousand and 00/100 Dollars (\$87,000.00); and

WHEREAS, "COST OF PROJECT" includes the costs of preliminary engineering, construction contract, contract administration, construction inspection and engineering, materials testing, construction survey, signing, and striping for PROJECT as more fully set forth herein; and

WHEREAS, such a proposal is authorized and provided for by the provisions of Title 1, Division 7, Chapter 5, Article 1, of the Government Code and Section 1710 of the California Streets and Highways Code.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) DEFINITIONS:

- a. The term "JURISDICTION," as referred to in this AGREEMENT, shall be defined as the area within the geographical boundary of each governmental entity mentioned in this AGREEMENT.
- b. The "COST OF PROJECT," as referred to in this AGREEMENT, shall consist of the costs of preliminary engineering, construction contract, contract administration, construction inspection and engineering, materials testing, construction survey, utility relocation, traffic detour, final signing and striping, and the cost of all work necessary to construct PROJECT. All shall be in accordance with the approved plans and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.
- c. The cost of "preliminary engineering," as referred to in this AGREEMENT, shall consist of the costs of environmental documentation; design survey; traffic index and geometric investigation; soil testing; preparation of plans, specifications, and cost estimates; right-of-way certification; utility engineering. Preliminary engineering also includes all other necessary work prior to advertising PROJECT for construction bids, and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.
- d. The cost of "construction contract," as referred to in this AGREEMENT, shall consist of the total of payments to the construction contractor(s) for PROJECT and the total of all payments to utility companies or contractor(s) for the relocation of facilities necessary for the construction of PROJECT.

(2) CITY AGREES:

- a. To perform or cause to be performed all work necessary to construct PROJECT.
- b. To finance sixty-nine percent (69%) of COST OF PROJECT. Should COUNTY'S jurisdictional share of COST OF PROJECT exceed Twenty-Seven Thousand and 00/100 Dollars (\$27,000.00), which represents COUNTY's maximum contribution, CITY will be responsible to finance the difference. The actual amount shall be determined by a final accounting of COST OF PROJECT.

- c. Before advertising for construction bids, to apply for and obtain from COUNTY'S Department of Public Works all necessary permits authorizing CITY to construct those portions of PROJECT within COUNTY highway right-of-way, and to construct facilities that are to be maintained by COUNTY.
- d. To advertise PROJECT for construction bids, to award and to administer the construction contract, and to act on behalf of COUNTY in all negotiations pertaining thereto.
- e. To ensure that COUNTY, and all officers and employees of COUNTY, are named as additional insured parties under the construction contractor's(s') Contractor General Liability and automobile insurance policies.
- f. To furnish COUNTY, within sixty (60) calendar days after final acceptance of PROJECT, a final accounting of the actual total COST OF PROJECT, including an itemization of actual unit costs and actual contract quantities.

(3) COUNTY AGREES:

- a. To finance thirty-one percent (31%) of COST OF PROJECT, up to a maximum amount of Twenty-Seven Thousand and 00/100 Dollars (\$27,000.00), and to deposit this amount with CITY, following the opening of construction bids and upon demand by CITY. COUNTY'S actual share shall be determined by a final accounting of COST OF PROJECT, but will not exceed Twenty-Seven Thousand and 00/100 Dollars (\$27,000.00).
- b. To appoint CITY as COUNTY'S attorney-in-fact for the purpose of representing COUNTY in all negotiations pertaining to the advertisement of PROJECT for construction bids, award, and administration of the construction contract, and in all things necessary and proper to complete PROJECT.
- c. Upon receipt of application from CITY and approval of construction plans for PROJECT, to issue CITY a no-fee permit(s) authorizing CITY to construct those portions of PROJECT within COUNTY'S highway right-of-way and to construct any facilities that are to be maintained by COUNTY.
- d. Upon completion of PROJECT, to maintain in good condition and at COUNTY expense all improvements constructed as part of PROJECT within COUNTY'S and CITY'S JURISDICTION.

(4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. Upon completion of PROJECT, all traffic signal improvements constructed as part of PROJECT within CITY will be maintained by COUNTY under the terms and conditions set forth in Traffic Signal Maintenance Agreement No. 40540 between COUNTY and CITY.
- b. That if COUNTY'S share of COST OF PROJECT, based upon final accounting, exceeds COUNTY'S maximum contribution, set forth in paragraph (3) a., above, CITY shall finance the difference. If the required COUNTY funds are less than said deposit, CITY shall refund the difference to the COUNTY. If COUNTY disputes the amount to be refunded, COUNTY may follow the procedure set forth in paragraph (4) c., below.
- c. COUNTY shall review the final accounting invoice for COST OF PROJECT prepared by CITY and report to CITY in writing any discrepancies within sixty (60) calendar days after the date of said invoice. Undisputed charges shall be deducted from COUNTY'S deposit. CITY shall review all disputed charges and submit a written justification to COUNTY detailing the basis for those charges within sixty (60) calendar days of receipt of COUNTY'S written report. COUNTY must submit justification to CITY for nonpayment within sixty (60) calendar days after the date of CITY'S written justification. If not, previously disputed charges shall then be deducted from COUNTY'S deposit, and any remaining deposit shall be refunded to the COUNTY within sixty (60) calendar days.
- d. During construction of PROJECT, CITY shall furnish an inspector or other representative to perform the functions of an inspector. COUNTY may also furnish, at no cost to CITY, an inspector or other representative to inspect construction of PROJECT. COUNTY shall have no obligation to inspect construction of PROJECT and no liability shall be attributable as a result of COUNTY'S inspection or failure to inspect. Said inspectors shall cooperate and consult with each other, but the orders of CITY inspector to the contractor or any other person in charge of construction shall prevail and be final and CITY inspector shall be responsible for proper inspection of the PROJECT, as needed.
- e. This AGREEMENT may be amended or modified only by mutual written consent of COUNTY and CITY. Amendments and modifications of a nonmaterial nature may be made by the mutual written consent of the parties' Directors of Public Works or their delegates.

- f. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY:

Mr. Kwok Tam
Director of Public Works
City of Irwindale
5050 North Irwindale Avenue
Irwindale, CA 91706-2192

COUNTY:

Mr. Donald L. Wolfe
Interim Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

- g. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.
- h. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF IRWINDALE on AUGUST 3RD, 2005¹ and by the COUNTY OF LOS ANGELES on _____, 2005. *L*

COUNTY OF LOS ANGELES

ATTEST:

By _____
Chair, Board of Supervisors

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By *Freddie E. Scott*
Deputy

CITY OF IRWINDALE

By *Paul A. Brucedo*
Mayor

ATTEST:

By *Diana S. Kinkadee, auc*
Deputy City Clerk

APPROVED AS TO FORM:

By *[Signature]*
City Attorney